



Complaint no. 2426, 2472, 2473, 2605/19

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 2426 OF 2019

Harinder Pal Singh

....COMPLAINANT

VERSUS

M/s Ansal Properties & Infrastructure Ltd.

....RESPONDENT

2. COMPLAINT NO. 2472 OF 2019

Amita Chandra

....COMPLAINANT

VERSUS

M/s Ansal Properties & Infrastructure Ltd.

....RESPONDENT

3. COMPLAINT NO. 2473 OF 2019

Amreesh Chandra

....COMPLAINANT

VERSUS

M/s Ansal Properties & Infrastructure Ltd.

....RESPONDENT

4. COMPLAINT NO. 2605 OF 2019

Naveen Dahiya

....COMPLAINANT

VERSUS

M/s Ansal Properties & Infrastructure Ltd.

....RESPONDENT

CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 26.11.19

Hearing: 1st hearing

Present: - Sh. Harinder Pal Singh, Complainant in person
(in complaint no. 2426/19)

Sh. Harinder Pal Singh, Counsel for complainants
(in complaint no. 2472, 2473/19)

Sh. D.C. Sharma, Counsel for complainant
(in complaint no. 2605/19)

Sh. Sunny Tyagi, Counsel for the respondent

ORDER (RAJAN GUPTA- CHAIRMAN)

1. All the above-mentioned complaints were taken up together for hearing because all these complaints are directed against the same project and issues involved are also similar. The facts of **complaint no. 2472 of 2019 titled as Amit Chandra V M/s Ansal Properties and Infrastructure Ltd.** are taken into account for disposal of the whole bunch of complaints.

2. The complainant's case is that he was allotted 2BHK flat no. B-0402, measuring 975 sq. ft. by the respondent in his project named "Europa Residency", Sushant City, Kundli, Sonapat, Haryana by paying a booking

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amount of Rs. 84,094/- on 05.10.09. The builder buyer agreement was executed between the parties on 07.01.10. The total sale price of the flat was Rs. 19,98,750/- against which Rs. 17,75,982/- had already been paid till 04.12.14. Respondent, vide letter dated 26.12.12 apprised the complainant that the flat has been changed from B-0402 to C-801 and also the area of the flat has been increased from 975 sq. ft. to 1281 sq. ft. The complainant contacted the respondent numerous times to enquire about the status of the project, but the respondent did not reply to such communications. Thereafter, complainant sent a letter dated 21.06.18 to the respondent requesting him to refund the amount but respondent again failed to reply to the same. Despite lapse of twelve years since the date of booking, respondent has failed to develop the project and handover possession of the flat. In view of the above, the complainant prays for refund of Rs. 17,75,982/- along with interest, compensation on account of mental agony and litigation cost.

3. The respondent submitted that construction of the said tower has reached up to 7th floor but same has been stopped for last three years due to financial crisis. He submitted that he is ready to allot an alternate apartment to the complainant in his other project named Shree Vardhman Gardenia, Sector 10, Sonapat or Ushay Tower, Sector 61, Sonapat.

4. Learned counsel for the complainant stated in the Court today that offer of alternate apartment in other project of respondent is not acceptable to the complainant and he only prays for relief of refund.

5. The Authority observes that respondent is offering an alternate apartment in a different project to the complainant. Such conduct of the respondent itself proves that he has no intention to complete the project in which the complainant booked his apartment. The offer of alternate apartment is not acceptable to the complainant. In view of the above, the Authority allows refund of Rs. 17,75,982/- to the complainant along with interest as prescribed in Rule 15 of the HRERA Rules, 2019.

6. In all the above-captioned complaints, the interest shall be calculated from the date of payments made by the complainants up to the date of uploading of this order on the website of the Authority. The complainants may file their claims before the respondents in the format given below:

Date of Payment made to the respondent	Amount Paid	Year/ Months/Days for which interest is payable. (calculated upto the date of uploading of this order)	Rate of interest in accordance with Rule 15 prescribed HRERA Rules 2019	Amount of Interest payable	Total Amount payable = Principal amount + Interest
Grand Total					



All the complaints are, accordingly, **disposed of**. Files be consigned to the record room and order be uploaded on the website.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]

